

B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc., et al.,

Case No. 08-13555 (JMP)
(Jointly Administered)

Debtors.

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Altuned Holdings LLC

Name of Transferee

Deutsche Bank AG, London Branch

Name of Transferor

Name and Address where notices to transferee should be sent:

Altuned Holdings LLC
c/o Richards Kibbe & Orbe
Attn: Larry Halperin
One World Financial Center
New York, New York 10281
Tel: 212.530.1870
Email: lhalperin@rkollp.com

Court Claim # (if known): 58599 (100% of such claim)

Amount of Claim: \$5,720,734.85 original amount; now increased and allowed at \$5,726,253.73

Date Claim Filed: 10/30/2009

Debtor: Lehman Brothers Holdings Inc.

Phone: _____

Last Four Digits of Acct #: _____

Phone: _____

Last Four Digits of Acct. #: _____

Name and Address where transferee payments should be sent (if different from above):

Phone: _____

Last Four Digits of Acct #: _____

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

Altuned Holdings LLC

By: Richards Kibbe & Orbe LLP, as authorized signatory and not in the capacity as legal counsel to Altuned Holdings LLC

By: Laura S. Halperin
Transferee/Transferee's Agent

Date: 1/4/12

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 Y.S.C. §§ 152 & 3571.

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **DEUTSCHE BANK AG, LONDON BRANCH** ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to **ALTUNED HOLDINGS LLC** (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) Seller's right, title and interest in and to such portion of Proof of Claim Numbers 58585, 58587, 58589, 58590, 58591, 58593, 58596, 58597, 58599, 58600 and 58601, each filed by or on behalf of the Seller's predecessor-in-title (a copy of each is attached at Schedule 2 hereto) (each a "Proof of Claim" and together the "Proofs of Claim") as is specified in Schedule 1 hereto (the "Purchased Portions") against Lehman Brothers Holdings, Inc., as guarantor of the Purchased Security (as defined below) and debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Portions, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Portions or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Portions, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Portions, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Portions, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Portions, but only to the extent related to the Purchased Portions, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Portions and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proofs of Claim were duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proofs of Claim relate to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proofs of Claim together include the Purchased Portions specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(c) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claims be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery

and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendments to the Proofs of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 4 day of Jan 2012.

DEUTSCHE BANK AG, LONDON BRANCH

By: _____
Name:
Title:

Rahul Ahuja
Director

By: _____
Name:
Title:

Charles Flower
Managing Director

Winchester House
1, Great Winchester Street
London EC2N 2DB
ENGLAND
Attn: Michael Sutton

ALTUNED HOLDINGS LLC

By: Richards Kibbe & Orbe LLP, as authorized
signatory and not in the capacity of legal counsel to
Altuned Holdings LLC

By: _____
Name:
Title:

Larry A. Halperin
Partner

Address:
c/o Richards Kibbe & Orbe
Attn: Larry Halperin
One World Financial Center
New York, New York 10281
Tel: 212 530.1870
E-mail: lhalperin@rkollp.com

Schedule 1

Transferred Claims

Purchased Portions

Proof of claim number: 58585

100% of the claim that is referenced in line item number 1 of the Proof of Claim referenced above (in a Principal Amount of EUR 2,500,000.00 or USD 3,543,750.00), a copy of which is attached at Schedule 2, and described below:

Description of Security	ISIN/CUSIP	Blocking Number	Issuer	Guarantor	Principal/Notional Amount	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
Fixed Rate Notes with Switch Option	XS0258715456	CA43782	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	EUR 2,500,000.00 (or USD 3,543,750.00)	6 July 2016	EUR 2,522,369.86 (or USD 3,575,459.28)

Proof of claim number: 58587

100% of the Proof of Claim referenced above (in a Principal Amount of EUR 1,500,000.00 or USD 2,126,250.00) attached at Schedule 2 and described below:

Description of Security	ISIN/CUSIP	Blocking Number	Issuer	Guarantor	Principal/Notional Amount	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
Fixed Rate Notes with Switch Option	XS0258715456	CA43783	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	EUR 1,500,000.00 (or USD 2,126,250.00)	6 July 2016	EUR 1,513,421.92 (or USD 2,145,275.57)

Proof of claim number: 58589

100% of the claim that is referenced in line item number 2 of the Proof of Claim referenced above (in a Principal Amount of EUR 10,000,000.00 or USD 14,175,000.00), a copy of which is attached at Schedule 2, and described below:

Description of Security	ISIN/CUSIP	Blocking Number	Issuer	Guarantor	Principal/Notional Amount	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
Fixed Rate Notes with Switch Option	XS0258715456	CA43784	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	EUR 10,000,000.00 (or USD 14,175,000.00)	6 July 2016	EUR 10,089,479.45 (or USD 14,301,837.12)

Proof of claim number: 58590

100% of the Proof of Claim referenced above (in a Principal Amount of EUR 4,000,000.00 or USD 5,670,000.00) attached at Schedule 2 and described below:

Description of Security	ISIN/CUSIP	Blocking Number	Issuer	Guarantor	Principal/Notional Amount	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
Fixed Rate Notes with Switch Option	XS0258715456	CA43785	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	EUR 4,000,000.00 (or USD 5,670,000.00)	6 July 2016	EUR 4,035,791.78 (or USD 5,720,734.85)

Proof of claim number: 58591

100% of the claim that is referenced in line item number 1 of the Proof of Claim referenced above (in a Principal Amount of EUR 1,000,000.00 or USD 1,417,500.00), a copy of which is attached at Schedule 2 and described below:

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Blocking Number	Issuer	Guarantor	Principal/Notional Amount	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
Fixed Rate Notes with Switch Option	XS0258715456	CA43793	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	EUR 1,000,000.00 (or USD 1,417,500.00)	6 July 2016	EUR 1,067,109.59 (or USD 1,512,627.84)

Proof of claim number: 58593

100% of the Proof of Claim referenced above (in a Principal Amount of EUR 2,000,000.00 or USD 2,835,000.00) attached at Schedule 2 and described below:

Description of Security	ISIN/CUSIP	Blocking Number	Issuer	Guarantor	Principal/Notional Amount	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
Fixed Rate Notes with Switch Option	XS0258715456	CA43790	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	EUR 2,000,000.00 (or USD 2,835,000.00)	6 July 2016	EUR 2,017,895.89 (or USD 2,860,367.42)

Proof of claim number: 58596

100% of the claim that is referenced in line item number 2 of the Proof of Claim referenced above (in a Principal Amount of EUR 2,000,000.00 or USD 2,835,000.00), a copy of which is attached at Schedule 2 and described below:

Description of Security	ISIN/CUSIP	Blocking Number	Issuer	Guarantor	Principal/Notional Amount	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
Fixed Rate Notes with Switch Option	XS0258715456	CA43786	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	EUR 2,000,000.00 (or USD 2,835,000.00)	6 July 2016	EUR 2,017,895.89 (or USD 2,860,367.42)

Proof of claim number: 58597

100% of the claim that is referenced in line item number 1 of the Proof of Claim referenced above (in a Principal Amount of EUR 2,500,000.00 or USD 3,543,750.00), a copy of which is attached at Schedule 2 and described below:

Description of Security	ISIN/CUSIP	Blocking Number	Issuer	Guarantor	Principal/Notional Amount	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
Fixed Rate Notes with Switch Option	XS0258715456	CA43792	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	EUR 2,500,000.00 (or USD 3,543,750.00)	6 July 2016	EUR 2,522,369.86 (or USD 3,575,459.28)

Proof of claim number: 58599

100% of the Proof of Claim referenced above (in a Principal Amount of EUR 4,000,000.00 or USD 5,670,000.00) attached at Schedule 2 and described below:

Description of Security	ISIN/CUSIP	Blocking Number	Issuer	Guarantor	Principal/Notional Amount	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
Fixed Rate Notes with Switch Option	XS0258715456	CA43791	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	EUR 4,000,000.00 (or USD 5,670,000.00)	6 July 2016	EUR 4,035,791.78 (or USD 5,720,734.85)

Proof of claim number: 58600

100% of the claim that is referenced in line item number 2 of the Proof of Claim referenced above (in a Principal Amount of EUR 5,200,000.00 or USD 7,371,000.00) and 100% of the claim that is referenced in line item number 3 of the Proof of Claim referenced above (in a Principal Amount of EUR 2,300,000.00 or USD 3,260,250.00), both as highlighted in the copy of the Proof of Claim attached at Schedule 2 and described below.

Description of Security	ISIN/CUSIP	Blocking Number	Issuer	Guarantor	Principal/Notional Amount	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
Fixed Rate Notes with Switch Option	XS0258715456	CA43788	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	EUR 5,200,000.00 (or USD 7,371,000.00)	6 July 2016	EUR 5,246,529.32 (or USD 7,436,955.31)
Fixed Rate Notes with Switch Option	XS0258715456	CA43787	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	EUR 2,300,000.00 (or USD 3,260,250.00)	6 July 2016	EUR 2,320,580.27 (or USD 3,289,422.53)

Proof of claim number :58601

100% of the claim that is referenced in line item number 2 of the Proof of Claim referenced above (in a Principal Amount of EUR 5,000,000.00 or USD 7,087,500.00), a copy of which is attached at Schedule 2 and described below:

Description of Security	ISIN/CUSIP	Blocking Number	Issuer	Guarantor	Principal/Notional Amount	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
Fixed Rate Notes with Switch Option	XS0258715456	CA43789	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	EUR 5,000,000.00 (or USD 7,087,500.00)	6 July 2016	EUR 5,044,739.73 (or USD 7,150,918.57)

Schedule 2

Copy of Proof of Claim 58585

DB Ref: 9056

Copy of Proof of Claim 58587

DB Ref: 9056

Copy of Proof of Claim 58589

DB Ref: 9056

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Copy of Proof of Claim 58601

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